

This Indenture, Made this 3^d day of December in the year of our Lord one thousand eight hundred and ninety thirteen between Ernest H. May (as single man)

of Williamstown in the County of Jefferson and State of Kansas of the first part, and John Croes and Elizabeth Croes or either of them of the City of Lawrence of the second part,

Witnesseth, That the said part of the first part in consideration of the sum of Five hundred and seventy DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, ha he sold and by these presents do grant, bargain, sell and mortgage to the said parties

of the second part their heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: lots forty two (42), forty three (43), forty four (44), forty five (45), forty nine (49), fifty (50), fifty one (51), and fifty two (52), all in Fragler's subdivision of a portion of Addition No. Four (4) in that part of the City of Lawrence formerly known as North Lawrence.

with all the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Ernest H. May do he hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Five hundred and seventy dollars

according to the terms of a certain promissory note this day executed and delivered by the said Ernest H. May to the said parties of the second part: Ernest H. May reserves the right to pay in fifty dollar payments or any multiple thereof at any time he desired

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part their executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the part of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the parties making such sale on demand to the said Ernest H. May or his heirs and assigns.

In Witness Whereof, The said party of the first part, ha he hereunto set his hand and seal the day and year first above written.

Signed and delivered in presence of

Ernest H. May (SEAL.)
(SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS,
County of Jefferson) SS.

Be it Remembered, That on this 3^d day of December, A. D. 1893, before me, a Notary Public in and for said county and State, came Ernest H. May

to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Dec. 2nd 1903 J. B. Raines Notary Public.

Recorded Dec. 4th A. D. 1893, at 4⁵⁰ o'clock P.M.

L. A. Doorman
Register of Deeds.

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. Witness my hand this 14th day of Aug - A.D. 1901

John Croes
Elizabeth Croes

Recorded Aug-14-1901
J. B. Doorman
Register of Deeds
Deputy